

7.7.2008

1. SCOPE OF APPLICATION

These General terms of contract (later "General terms") shall apply to all Services performed by Itella Customer Relationship Marketing Ltd which is part of Itella Corporation.

"Supplier" means Itella Customer Relationship Marketing Ltd and all the companies which belong to the said company.

"Customer" means any company which has signed a Contract with Supplier.

"Party or Parties" refer to Supplier or Customer or both of them.

"Contract" means a written document which consists of Customer specific terms, descriptions of the Service, and these General Terms

"Service" means a Service which is documented in detail in Service description and which the Customer has bought and the Supplier delivers.

2. TERMS OF SERVICE

All the terms of Service delivered or performed by Supplier to the Customer shall be determined by Contract.

These General terms are applied to all Contracts which refer to these General terms. The reference may be included in the Contract or Supplier's offer, Customer's order, Supplier's order confirmation and other corresponding documents of the Supplier or by referring to these General terms in the said documents.

Should the Client not have a valid contract with the Supplier, the Client and the Supplier may in exceptional circumstances agree with regard to a single undertaking that the Supplier shall provide the service in accordance with a written offer. The Client must provide written acceptance of the offer prior to provision of the service.

The Supplier has the right to use its own service and delivery models, methods and interface technologies in producing the Service.

3. IMPLEMENTATION OF THE SERVICE

The Service is taken into Customer's production use through the Supplier's implementation process. This process including the Parties' liabilities is described in a separate implementation service description.

This process is also applied to changes in the contractual Service.

4. CHANGES IN THE SERVICE

The Supplier is entitled to change the content or instructions on the use of the Service whenever regarded necessary by the Supplier. The Supplier can also introduce new services or discontinue existing services.

The Supplier has the right to decide where the Service is

produced and change the production site freely if needed, however maintaining the agreed Service levels.

The Customer's contact person specified in the Contract shall be informed of any changes by sending a written notification to the invoicing address of the Customer as soon as practicable. The Supplier shall not cover any expenses incurred to the Customer due to such changes or discontinuation of Service.

5. VALIDITY OF CONTRACT

If not otherwise agreed in the Contract, the Contract shall be valid for the time being. Both Parties may terminate the whole Contract or partially giving the other Party a written notice thereof minimum three (3) months in advance. Contract shall cease to be valid from the beginning of the next month following the end of the term of notice.

6. PRICES

The prices charged for the Services shall be determined in accordance with the Supplier's valid price list, unless otherwise agreed in the Contract.

The currently valid value added tax and other taxes and payments caused by legislation or official measures shall be added to the prices without separate notification as of their coming into effect.

The Supplier reserves the right to revise prices and the bases for pricing. Written notification of such changes shall be delivered to the Customer's contact person specified in the Contract using the invoicing address of the Customer not later than one (1) month prior to the changes becoming effective, unless otherwise agreed in the Contract.

The Customer shall be responsible for payment of the prices, taxes and other official payments defined in the Contract or resulting from legislation or other official measures.

A change attributable to the Customer, as regards the contractual Service or the preconditions applying to its implementation or its implementation method or schedule, shall entitle the Supplier to corresponding changes in Supplier pricing. The Supplier shall also be entitled to charge the Customer for any additional costs incurred due to the above reasons.

If a Contract is cancelled, before or after the Service has been taken into production use, for a reason attributable to the Customer, the Supplier has the right to charge the Customer for any expenses already incurred in implementing or otherwise preparing the performance of the Service.

7. INVOICING

The Customer shall effect the payments pursuant to the Contract as per the Supplier's invoice.

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If not otherwise agreed in the Contract, the invoicing of contractual Service charges shall begin from the contractual delivery date of finalized implementation project and end at the end of the month during which the Contract ends.

The term of payment is 14 days net calculated from the date of the invoice, after which the interest on late payment defined in the Contract shall be added to the overdue payment. The Supplier retains the right to change the payment terms or the interest on late payment or both.

Any invoice reminders must be made by the due date of the invoice. Any reminders regarding invoices issued over three (3) months after the invoice date shall not be dealt with. If the Customer has made a reminder about the invoice or Service, the Customer is liable for paying the undisputed invoice amount according to the payment terms of the said invoice.

The Supplier shall charge the Customer collection charges each time that an invoice is collected by the Supplier. The Supplier has the right to assign overdue receivables to a debt collection agency for collection.

Invoices of less than 70,00 euros shall incur a surcharge.

Should there be uncertainty as to whether the Customer will fulfil his payment obligation, the Supplier shall be entitled to suspend the provision of the Service until all payments have been made or until the Customer has provided security accepted by the Supplier to ensure payment.

8. CONFIDENTIALITY

The Parties agree to keep confidential the Contract terms and any information concerning the other Party or their Customers and their business operations or relationships, and any other information and material regarded as confidential. The material and information the Parties provide each other in connection with the delivery and provision of the Services are confidential. A Party shall not reveal any material or information it has received to a third party without the written consent of the other Party.

This confidentiality requirement shall remain in effect two (2) years after termination or cancellation of the Contract.

The Supplier may distribute abovementioned information required for the provision of the Service to companies within Itella Group and to the Supplier's subcontractors or partners. The Supplier shall ensure that the information remains confidential.

9. DATA TRANSFER, DOCUMENT FORMAT AND USABILITY OF SERVICE

If any material belonging to the Customer is electronically transferred to the Supplier or back to the Customer, the Parties shall separately agree in the Contract or in the appendices thereto on the mode of data transfer or document format transferred to the Supplier, to the Customer or to a third party. The Supplier is under no obligation to receive Customer's material or provide the Service in any other mode of data transfer or document format than those agreed in the Contract.

The Supplier has the right to suspend the performance of the Service due to for example changes, maintenance or repairs in the Service. The Supplier shall ensure that the suspension does not take longer than necessary or that it takes place, if possible, at such a time that it causes least inconvenience to the Customer. The Supplier shall notify the Customer in good time in advance of the suspension of the Service. The Supplier is not liable to compensate any potential damage incurred to the Customer due to this kind of suspension of the Service.

10. DATA SECURITY AND DATA PROTECTION

The Parties shall ensure the data security of their respective information systems, and that their information systems are duly protected.

The Customer shall ensure, before sending any Customer material to the Supplier that the material sent does not contain computer viruses or other such elements that may cause damage or loss to the Supplier. Negligence in this regard may constitute liability for damages.

The Customer shall be responsible for adherence to the local privacy and direct marketing regulations. The Customer shall ensure that it has a right to manage personal information of its own Customers in any manner or format

11. STORAGE OF CUSTOMER'S MATERIAL

Any storage of the Customer's material and the terms and conditions for such storage in connection with the Service shall be agreed in the Contract. If not otherwise agreed, the Supplier shall be entitled to invoice the Customer a charge defined in the Supplier's valid price list for such storage.

If not otherwise agreed in the Contract, the Supplier shall be entitled to destroy any Customer material that has been left in the possession of the Supplier one (1) month following the fulfillment of the Service or termination or cancellation of the Contract.

12. THE PARTIES' LIABILITIES

If not otherwise agreed in the Contract, the Supplier's liability for the delivery of the Service or liability for Customer's material commences once the material has been received by the Supplier either electronically or physically. The Supplier's liability for the delivery of the Service or for Customer's material ends when the material has been delivered either electronically or physically to the Customer or a third party defined by the Customer.

Records of receipt of deliveries of the Customer's material in the Supplier's information systems constitute proof of receipt of delivery of the Customer's material. Information connected to provision of the Service is verified from the abovementioned information systems.

If not otherwise agreed in the Contract or in these General terms, the **Supplier's liability for the delivery of the Service contains:**

- the receipt of the Customer's material as agreed
- the integrity of the contents of Customer's material
- the confidentiality of the Supplier's Service

- the agreed measures to be taken with the Customer's material
- the sending of the Customer's material as agreed

If not otherwise agreed in the Contract or in these General terms, the **Customer's liability for the delivery of the Service contains:**

- the delivery of the Customer's material to the delivery address specified in the Contract
- the receipt of the Customer's material from or in the address specified in the Contract
- accuracy of the information given and/or noted by the Customer and the Customer's instructions
- liability for all expenses incurred to the Supplier due to incorrect delivery of the Customer's material.

In the event that the Service is not delivered as agreed or it is otherwise faulty or its delivery is delayed for a reason attributable to the Customer or a third party, the Supplier shall not be held responsible for provision of the Service in accordance with the Contract. In these cases the Supplier is responsible for informing the Customer thereof.

The Customer shall be responsible for ensuring that any Customer material produced or transferred by using the Supplier's Services do not infringe copyrights and/or other rights, best practice, law or orders of the authorities. The Supplier has the right to return or destroy any illegal material at the Customer's expense after having informed the Customer thereof in advance, if possible.

13. LIMITATION OF LIABILITIES

The Party's liability for damage or loss caused by breach of Contract is restricted to in continuous services to the one (1) month value of the Service provided. In non-continuous services the liability for damages is restricted to the total value of the Service provided.

The Party shall not be liable to compensate any consequential or indirect damage or loss to a third party. Neither Party is liable for

- Service interruptions, delays, faults or damage caused by actions of the other Party, a third party or the authorities (such as their services, software, equipment or IT connections);

- Damage caused neither by disruptions due to technical faults, disturbances, maintenance or installation of information networks, information systems or IT connections or data communication disruptions or any other similar reason nor for any delay, alteration or loss of information caused by the said reasons.

If the Supplier is liable for any compensation due to quality reasons according to the Contract, the Supplier shall primarily replace a faulty or delayed Service with a similar substitute Service unless otherwise agreed in the Contract.

14. WARRANTY

The Service is supplied as described in the Contract on an "as is" basis without other warranties of any kind, express or implied. Neither the Supplier, its licensors or partners make any representations nor warranties, express or implied

including but not limited to warranties of merchantability or fitness for a particular purpose.

There is no warranty by Supplier or by any other party that the Service will be uninterrupted or error-free.

Customer assumes all responsibility and risk for the selection of the Service to achieve Customer's intended results.

15. SUBCONTRACTORS

Unless otherwise agreed in the Contract, the Supplier is entitled to use a subcontractor in the provision of the Services. The Supplier shall be responsible for the actions of the subcontractor it has used in accordance with the limitations of the Contract.

Unless otherwise agreed in the Contract, the Customer is entitled to use a subcontractor. The Customer shall be responsible for the actions of its Subcontractors, for instance, in such a way that the services, products, material and documentation the Customer's subcontractor has produced are free from defects.

16. FORCE MAJEURE

The Parties shall be released from adhering to their obligations under the Contract and liability for damages in *force majeure* circumstances, which are, for example, a strike, a lockout, accidents, actions of authorities and other conditions which the Parties have not been able to avoid and the consequences of which they have not been able to prevent.

17. INTELLECTUAL PROPERTY RIGHTS

The Supplier retains all rights (proprietary right, copyright and other intellectual property rights) to his Services and the material connected thereto. The Customer is entitled to use the Service and the material connected thereto only in accordance with the terms of the Contract.

Both Supplier and Customer warrant that they have acquired all intellectual property rights and license rights necessary for the provision of the Service. Both Parties shall procure and uphold all intellectual property rights and license rights relating to the use of third party material, which may be necessary for the provision of the Service

If the Supplier distributes to the Customer computer programs or material connected thereto, the Customer is entitled to use them only in connection with the Services. At the termination of use of the Supplier's Services, the Customer shall immediately return to the Supplier all computer programs, other material and any copies thereof it has obtained.

18. REFERENCE RIGHT

The Supplier shall be entitled to use the Customer's name and logo as a reference in the Supplier's marketing. The terms and conditions of reference use shall be agreed in the Contract.

19. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The Contract shall be governed by the laws of Finland excluding the choice of law stipulations.

Any disputes between the Parties shall be primarily resolved by mutual negotiations. If agreement cannot be reached in these negotiations, the disputes shall be finally solved by arbitration. The Court of Arbitration shall consist of one arbitrator, and the rules of the Arbitration Board of the International Chamber of Commerce shall be observed in the procedure. The procedure shall take place in Helsinki and in the Finnish language.

20. CANCELLATION

The Parties have the right to cancel the Contract without any notice period in the event of a material breach of the Contract by the other Party.

Such cancellation must be executed in writing. Grounds for cancellation include, for example, the following:

- If the Customer has not paid an invoice, which has fallen due, within two (2) weeks of sending a payment request;
- If the Customer does not use the Service in accordance with the Contract or Contract terms, or fails to see to that the Service is being used in accordance with the Contract or the Contract terms, regardless of a request to do so;
- If it is known in advance that a Party will not be able to fulfil the Contract and that Party fails to provide sufficient collateral for its performance;
- If a Party has filed for bankruptcy or submitted an application for financial restructuring, or an application has been submitted for the Party to be declared bankrupt or for the company to be restructured, or a Party has applied for a public summons for its creditors, or an authority has declared a Party unable to fulfil its obligations under the terms of the Contract;
- If the Customer causes material disruption to the other users of the Service and the Customer has not rectified his breach and/or activity within thirty (30) days from receipt of written notice from the Supplier.

21. ASSIGNMENT OF THE CONTRACT

The Parties shall not be entitled to assign or transfer the Contract without the other Party's written consent. However, the Supplier shall be entitled to transfer the Contract without consent of the Customer to a subsidiary of the Supplier or to a company belonging to Itella Corporation group.

22. OTHER TERMS AND CONDITIONS

If not otherwise stated in the Contract and if the Contract, the appendices thereto and other documents are conflicting, the order of application of the documents is as follows:

1. Contract
2. Descriptions of the Services
3. Price list attached to the Contract
4. Implementation project and project plan regarding the Service
5. Other appendices to the Contract
6. Supplier's General terms of contract

23. ENTRY INTO FORCE OF CONTRACT TERMS AND AMENDMENTS THERETO

These General terms became effective on 1 January 2007 and will remain in effect until further notice. They shall replace the Supplier's terms of contract previously in force.

The Supplier retains the right to change these General terms. The Customer shall be informed of any changes to these General terms one (1) month before the changes become effective.